

Exhibit A



For Home



Consumer Products End User License Agreement

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1.

Definitions

- a. "Computer" means a device that accepts information in digital or similar form and manipulates it for a specific result based upon a sequence of instructions, and includes, but is not limited to, personal computers, laptops, netbooks, mobile handsets, end-point, smartphone, PDA and tablet devices.
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- c. "Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by McAfee or an Authorized Partner.
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3.

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- d. Exceptions. Some states or jurisdictions do not allow the exclusion of express or implied warranties, so the above disclaimer may not apply to you. IN THAT EVENT, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE WARRANTY PERIOD (OR THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW).

6.

LIMITATION OF LIABILITY.

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7.

License Restrictions:

McAfee reserves the right to terminate this Agreement, Your account and access to the Software or Service if McAfee determines, in its sole discretion that You have or are attempting to, where applicable:

- a. Reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the Service and/or Software, except to the extent the foregoing restriction is expressly prohibited by applicable law, or make error corrections to, or otherwise adapt or modify, or create derivative works based upon the Service or Software;
- b. Provide false information to set up an account, attempt to gain unauthorized access to any services, user accounts, computer systems or networks, through hacking, password mining or any other means, or otherwise use the Service to impersonate any person, business or entity, including McAfee or its employees and agents;
- c. Utilize the Service, Software or any portion thereof as a means to track or monitor the location and activities of any individual without their express consent and authorization;
- d. Reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, the Service or any portion thereof, including without limitation any content other than Your personal digital content displayed in connection with the Services;

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- e. Transmit content that is, without limitation, unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, or fraudulent; invasive of another's privacy; is tortious, or contains explicit or graphic descriptions, or accounts of, sexual acts, or illegally exploits or solicits personal information from a minor;
 - f. Victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability or any other category prohibited by relevant legislation;
 - g. Propagate software that contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of a computer or computer network;
 - h. Encourage conduct that would constitute a criminal offense, or that gives rise to civil liability;
 - i. Permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or other arrangement.
 - j. Rent, lease, license, loan or assign Your rights to the Software or Service to another party. If You administer the Service on a mobile device and You transfer ownership of that device to someone else, then You must ensure any Software is deleted from that device and remove that device from Your account; or
 - k. Engage in any activity that otherwise interferes with the use and enjoyment of the Software and/or Service by others, including without limitation: using the Software or Service in any way that may damage, disable, overburden, or impair McAfee's servers or networks; harvesting personal information about other Service users for any reason; transmitting, directly or indirectly, any unsolicited bulk communications (including e-mails and instant messages).

8.

Limitations On Use:

McAfee may, in its sole discretion, establish policies and procedures to limit or modify the operation and availability of the Software or Service to maximize the benefit for all users and to prevent abuse of the Software or Service by, e.g., limiting size of content storage, number of Computers, or bandwidth consumption. The Software may contain enforcement technology that limits the number of Computers on which the Software may be installed.

9.

Data Service Charges:

If applicable, You are responsible for any charges incurred with Your data/mobile service provider as a result of the Service, including any overage and penalties assessed for exceeding the limits imposed by Your service provider. Certain benefits and features of the Service require access to and communication with McAfee servers through Your service provider's network, consuming data or minute allowance limits You purchased from Your mobile service provider, such as: Software downloads and updates, Content synchronization, device tracking, locking and wiping, collection of device information necessary to provision the Service.

10.

Equipment Charges:

You are responsible for the cost of Your equipment and to ensure that Your equipment meets the system requirements of the Service, including obtaining updates or upgrades from time to time from Your mobile device service provider in order to continue using the Service. McAfee may modify system requirements or the Service software at any time. MCAFEE DOES NOT WARRANT OR GUARANTEE THAT ANY PARTICULAR DEVICE OR COMPUTER WILL BE COMPATIBLE OR FUNCTION WITH THE SERVICE OR SOFTWARE, NOR DOES MCAFEE WARRANT OR ACCEPT ANY LIABILITY FOR OPERATION OF YOUR PERSONAL EQUIPMENT USED TO ACCESS THE SERVICE. Necessary equipment may include: a mobile device, a GSM mobile connection (supporting SMS and data connection), a computer, Internet access, 3rd party software, and other.

11.

Anti-Theft Software:

With respect to Software known as "Anti Theft Software", the following shall apply:

- a. **System Requirements.** You acknowledge that no system can guarantee absolute security under all conditions. Use of the Anti-Theft Software product ("AT Software") requires an enabled chipset, BIOS, certain firmware and software and a product subscription. Consult Your system manufacturer and McAfee for availability and functionality. For more information, visit McAfeeAT.intel.com.
- b. **Computer Synchronization:** You must regularly connect Your enrolled Computer to the Internet so that it can synchronize with the product's system server. Lack of regular synchronization with the product's system server may lead to Your enrolled Computer being **locked down**, which will require You to use Your unlock password to unlock Your Computer. If You forget Your user name or password, You may be unable to use Your enrolled Computer, including without limitation, accessing the data or files on Your enrolled Computer in the event that Your enrolled Computer is locked down. **You are encouraged to have an alternative back-up system for data or files on Your enrolled Computer.**
- c. **Regular Updates:** You must ensure that You install or permit to be installed periodic Software updates on Your enrolled Computer in order to ensure proper functioning of the AT Software.
- d. **NO LIABILITY:** MCAFEE WILL NOT BE LIABLE FOR ANY LOST OR STOLEN DATA, FILES OR SYSTEMS OR ANY OTHER DAMAGES OR LOSSES RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF, OR INABILITY TO USE, AT SOFTWARE. MCAFEE WILL NOT BE LIABLE FOR ANY DOWNTIME OR SERVICE INTERRUPTION DUE TO MAINTENANCE OR OTHER REASONS.
- e. **Effects of Termination.** Upon termination of Your subscription, You will no longer have access to AT Software and any portions thereof and Your enrolled Computer will be un-enrolled from subscription. McAfee will delete all information and data stored in or as part of Your Account, including without limitation, Your user name and password.

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12.

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ANY SOFTWARE PROVIDED TO YOU ON A "TRIAL" OR "EVALUATION" BASIS IS PROVIDED TO YOU "AS IS", WITH NO WARRANTY, INDEMNITY OR SUPPORT WHATSOEVER, EXPRESS OR IMPLIED. You are solely responsible to take appropriate measures to back up Your Computer and take other measures to prevent any loss of files or data. The Sections of this EULA entitled "Limited Warranty", "Customer Remedies" and "End User Customer Support" specifically do not apply to Trial or Evaluation Software.

13.

Pre-Release Software.

ANY SOFTWARE OR PORTIONS OF SOFTWARE LABELLED AS "BETA", "PRE-RELEASE", OR OTHERWISE DESCRIBED AS EXPERIMENTAL, UNTESTED OR NOT FULLY FUNCTIONAL ("PRE-RELEASE SOFTWARE") ARE PROVIDED TO YOU "AS IS", WITH NO WARRANTY, INDEMNITY, OR SUPPORT WHATSOEVER, EXPRESS OR IMPLIED. You are solely responsible to take appropriate measures to back up Your Computer and take other measures to prevent any loss of files or data. The Sections of this EULA entitled "Limited Warranty", "Customer Remedies" and "End User Customer Support" specifically do not apply to Pre-Release Software.

14.

Term and Automatic Renewal.

Unless earlier terminated as set forth herein, this Agreement is effective for the term set forth in the Documentation. If no term is agreed to, the default term shall be one (1) year from date of purchase, except with regards to a free version of the Software for which the default term shall be for so long as McAfee makes such Software available to You. If You have provided McAfee with a valid credit card number or an alternate payment method, Your subscription will be automatically renewed (and charged to the account You have provided) for another term at the expiration of Your current term, whenever Your local regulations allow, for a fee no greater than McAfee's then-current price, excluding promotional and discount pricing. The new term will be for the same duration as the expired term unless otherwise specified at time of renewal. This renewal will be processed (and Your card charged) within 30 days prior to the expiration of the term and each anniversary thereafter. If You do not desire to have Your subscription automatically renewed, You must, prior to the expiration of Your subscription term, inform McAfee of Your intention not to renew Your subscription to the Software. McAfee will send written notice of Your renewal to the e-mail address You have provided to McAfee prior to the time of Your renewal and upon the renewal of Your subscription term. If Your subscription is automatically renewed and You request a refund of the subscription price via McAfee's customer support within sixty days of the renewal (or any such longer period that McAfee may, in its sole discretion, allow), McAfee will refund the full subscription price to You. Upon any termination or expiration of this Agreement, You must cease use of the Software and destroy all copies of the Software and the Documentation.

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If You fail to renew the Mozy on-line back-up or terminate this Agreement, McAfee will not continue to store Your data for any duration beyond the renewal or termination date. **It is Your responsibility to ensure that You have stored Your data elsewhere prior to cancelling or terminating Mozy Service. McAfee has no obligation to provide You with a copy of Your data and may remove and discard any data.**

15.

Termination of Service:

You may close Your Service account and end Your use of the Service at any time, for any reason or no reason, however, except as provided for auto-renewal of subscriptions, You will not receive a refund for any fees which You may have paid in advance (e.g., if You terminate Your subscription early) and You shall remain liable for all fees incurred or accrued by You. Upon expiration or termination of the Service for any reason, You are no longer authorized to use or access the Service and Your account will be cancelled, closed, or both. You agree that, upon such termination, You will destroy and permanently erase all copies of the Software and that Your access rights to the Service will immediately terminate. When Your account is closed, You understand that You will no longer have access to Your Content stored on the Service and the Content will be deleted by McAfee according to its policies. You are responsible for storing or backing up Your Content elsewhere before cancellation or termination of Your account.

16.

Accounts, Passwords and Security.

You are responsible for keeping Your password secure. You will be solely responsible and liable for any activity that occurs under Your user name. If You lose Your password or the encryption key for Your account, You may not be able to access Your Data. The Software and Service is for Your personal use only, to use for devices that You own or are authorized to monitor and administer. You may only use the Software and Service for the number of devices or subscriptions described in Your purchasing

documentation. The Service may require You to create and manage Your information and Service using an account on a McAfee website (<https://home.mcafee.com/Secure/Protected/Login.aspx>). When creating Your account, You agree to completely and accurately provide the required information and to be responsible for ensuring Your billing information is current, complete, and accurate (such as a change in billing address, credit card number, or credit card expiration date). You must promptly notify McAfee if Your credit card is canceled (for example, for loss or theft). You are solely responsible for the activity that occurs on Your account, including the activity of others who are on Your account (for example, when Your subscription allows multiple users). You must keep Your account password secure, and notify McAfee immediately of any breach of security or unauthorized use of Your account.

17.

Your Synchronized Content:

When the Service or Software provides a feature to synchronize (or "back up") any information, text, files, links, images, or other materials ("Content") on Your device with a McAfee server, You represent and warrant that:

- (1) You are the rightful owner of the Content You synchronize,
- (2) You have obtained all rights necessary to synchronize the Content on to a McAfee server, and
- (3) Neither the Content or nor the synchronizing of such Content to the Service infringes or violates the rights of third parties or any applicable laws.

You acknowledge and agree that McAfee has no obligation to enforce, defend or otherwise protect Your rights in synchronized Content, and You release McAfee and any of its affiliates (and its respective officers, directors, agents, subsidiaries and employees) from and against any and all claims, demands, losses, costs, expenses, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to the Content or disputes with third parties regarding Your rights in or to the Content. You further acknowledge and agree that You are legally liable for the Content (e.g., if the Content infringes 3rd party intellectual property or civil rights, is illegal, etc.). You are solely responsible for the Content You store, make available or retrieve from Your account and from all public folders. McAfee is not liable for Your losses caused by any unauthorized use of Your account; however, You may be liable for the losses of McAfee or others due to such unauthorized use.

18.

Buddy Registration:

When the service provides a feature to register any contact as a buddy, You must ensure that You have such contact's consent before adding their contact details as a buddy. In the event a buddy requests deletion of their contact details from Your buddy list You must immediately delete that person's contact details from Your buddy list.

19.

Multiple Environment Software/Multiple Language Software/Dual Media Software/Multiple Copies/Bundles/Updates.

If the Software supports multiple platforms or languages, if You receive the Software on multiple media, if You otherwise receive multiple copies of the Software, or if You receive the Software bundled with other software, the total numbers of Your Computers on which all versions of the Software are installed may not exceed the Permitted Number. If the Software is an Update to a previous version of the Software, You must possess a valid license to such previous version in order to Use the Update. You may continue to Use the previous version of the Software on Your Computer after You receive the Update to assist You in the transition to the Update, provided that the Update and the previous version are installed on the same Computer; the previous version or copies thereof are not transferred to another Computer unless all copies of the Update are also transferred to such Computer, and You acknowledge that any obligation McAfee may have to support the previous version of the Software ends upon availability of the Update.

20.

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21.

Encryption Feature Specific Notice.

The Software provided hereunder contains features and functionality that allow You to protect sensitive information in files and folders on Your Computer. You will be required to provide a password in order to encrypt and protect such information. Additionally, You may provide a challenge question that will allow You to recover Your password in the event You forget such password. In the event that You lose or cannot remember the password and the answer to the challenge question You will not be able to recover the information You have encrypted. You acknowledge that the level of encryption used by the Software should protect Your information from the average computer user; however the encryption may be broken by sophisticated users, certain software programs and government entities. Encryption without strong passwords (At least seven characters with at least 1 number, one uppercase letter, one lowercase letter and a character such as a hyphen.) can lessen the value of the protection that the Software offers. You also acknowledge that information that has been encrypted may not be unencrypted if Your hard drive has bad sectors or fails. McAfee shall not bear responsibility for access of Your information where You have provided Your password to a third party or have failed to use reasonable efforts to protect such information, password, answers to challenge questions or for user error.

22.

If You have purchased or will purchase a McAfee Backup CD for the Software, duties may apply to shipping of the CD addition to the fee for the McAfee Backup CD. The duties, if any, depend upon the location to which the CD is received by You. For any McAfee Backup CD requested by You, You agree that You are the importer of record and that McAfee is authorized by You to select the freight forwarder for importation of the McAfee CD on Your behalf.

23.

Export Controls.

Your use of the Software and its related Documentation, including technical data, may not be exported or re-exported in violation of the U.S. Export Administration Act, its implementing laws and regulations, the laws and regulations of other U.S. agencies, or the export and import laws of the jurisdiction in which the Software was obtained. Export to any individual, entity, or country specifically designated by applicable law is strictly prohibited. Information about such restrictions can be found at the following websites: <http://www.treas.gov/ofac> and www.bis.doc.gov/complianceand enforcement/LitsToCheck.htm.

24.

High Risk Activities.

The Software is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Software could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). MCAFEE EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

25.

Governing Law.

This Agreement will be governed by and construed in accordance with the substantive laws in force: (a) in the State of New York, if You purchased the Software in the United States, Mexico, Central America, South America, or the Caribbean; (b) in Luxembourg, if You purchased the Software in Canada, Europe, Middle East, Africa, Asia, or the region commonly known as the Pacific Rim; and (c) in Japan if You purchased the Software in Japan. If You purchased the Software in any other country, then the substantive laws of Luxembourg shall apply, unless another law is required to be applied. The United States District Court for the Southern District of New York and the State Courts in New York County, New York, when New York law applies, the courts of Luxembourg, when the law of Luxembourg applies, and, the courts of Japan when Japanese law applies shall each have non-exclusive jurisdiction over all disputes relating to this Agreement. This Agreement will not be governed by the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If You are an individual consumer, this shall not affect any mandatory right You may have to take action in Your country of residence and under the laws of that country.

26.

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27.

Privacy.

By entering into this Agreement, You agree that the McAfee privacy policy, as it exists at any relevant time, shall be applicable to You. The most current privacy policy can be found on the McAfee website at: <http://www.mcafee.com/common/privacy/english/index.htm>. By entering into this Agreement, You agree to the transfer of Your personal information to McAfee's offices in the United States and other countries outside of Your own.

28.

Collection of System and Personal Information:

McAfee Software or Service may employ applications and tools to retrieve information about You, Your Computer, and Your Computer's interactions with other Computers (e.g., device ID, IP address, location, content, etc.) to enable provisioning, delivery and support of certain Software or Service(s) (e.g., Content synchronization, device tracking, Service improvements, etc.). Some of this information may be personally identifiable information and include sensitive data stored in files on Your Computer. This information is essential to enable McAfee to improve Service or Software and provide You with the Service or Software features You subscribed to and up-to-the-minute threat protection; for these reasons there may not be an opt-out option available for some of this information collection other than uninstalling the Software or disabling the Service. By using the Service and Software and accepting these terms, You agree to the collection, backup and storage of this data by McAfee and its service providers. McAfee will not undertake any further processing of this information other than in accordance with its privacy policy. You agree that McAfee and its

service providers may copy and store such data (including personally identifiable and sensitive data which you made part of Your Content or provided in Your Account) in the United States, Europe, or other countries or jurisdictions outside of Your own as part of the Service or Software. McAfee Online Backup Software may install .NET framework on Your Computer.

29.

End User Customer Support.

End Users with unexpired, paid subscriptions will receive technical support in accordance with McAfee's current standard support offerings, policies and procedures as set forth on <http://service.mcafee.com>, which may be changed from time to time at McAfee's sole discretion. McAfee's standard support offerings, policies and procedures may vary by country.

30.

Audit.

McAfee reserves the right to periodically use technological features to audit You to ensure that You are not using any Software in violation of this Agreement. By entering into this Agreement, You agree to the transfer of information related to such audits to McAfee's offices in the United States and other countries outside of Your own.

31.

Advertising.

Some Software may display advertisements or search boxes. The manner, mode and extent of advertising by McAfee through its Software are subject to change. As consideration for Your use of the Software, You agree that McAfee shall not be responsible or liable for any loss or damage associated with any third party advertisers or sites You may choose to contact.

32.

Miscellaneous.

This Agreement sets forth all rights for the user of the Software and Documentation and is the entire agreement between the parties. This Agreement supersedes any other communications, representations or advertising relating to the Software and Documentation. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by McAfee. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

33.

McAfee Customer Contact.

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